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RICHARD W. WIEK
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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Case No. 11 4491

COMPLAINT FOR PATENT INFRINGEMENT

JURY TRIAL DEMANDED

Defendants.

1 Plaintiff, Dennis Fernandez, complains of Defendants Adobe Systems, Inc., Cisco Systems,
2 Inc., InterCall, Inc., and Blackboard, Inc. and alleges as follows:

3 **NATURE OF THE SUIT**

4 1. This is a claim for patent infringement arising under the patent laws of the United
5 States, Title 35 of the United States Code.

6 **PARTIES**

7 2. Dennis Fernandez is a resident of Atherton, California, located in San Mateo County,
8 California.

9 3. The patents-in-suit are U.S. Patent No. 7,221,387 entitled "Digital Television With
10 Subscriber Conference Overlay," which issued on May 22, 2007 (the "'387 Patent," Exhibit A) and
11 U.S. Patent No. 6,590,602 entitled "Digital Television With Subscriber Conference Overlay," which
12 issued on July 8, 2003 (the "'602 Patent," Exhibit B). The '387 and '602 patents generally cover
13 devices and methods for on-line conferencing.

14 4. Dennis Fernandez owns and has all right, title and interest in the '387 Patent and '602
15 Patent, including all claims for damages by reason of past, present or future infringement, with the
16 right to sue for and collect damages for the same and, therefore, has standing to sue for infringement
17 of the '387 Patent and '602 Patent.

18 5. Adobe Systems, Inc. ("Adobe") is a Delaware Corporation with its headquarters
19 located in San Jose, California. Adobe designs, develops, offers for sale and sells nationwide,
20 including substantial business in this judicial district, products or services that are covered by claims
21 17 and 75 of the '387 Patent, including Adobe Connect.

22 6. Cisco Systems, Inc. ("Cisco") California Corporation with its headquarters located in
23 San Jose, California. Cisco designs, develops, offers for sale and sells nationwide, including
24 substantial business in this judicial district, products or services that are covered by claims 17 and 75
25 of the '387 Patent and claims 12, 15, and 35 of the '602 patent, including WebEx.

26 7. InterCall, Inc. ("InterCall") is a Delaware Corporation with its headquarters located in
27 Chicago, Illinois. InterCall designs, develops, offers for sale and sells nationwide, including, upon
28

1 information and belief, substantial business in this district, products or services that are covered by
2 claims 17 and 75 of the '387 Patent, including InterCall Unified Meeting.

3 8. Blackboard, Inc. ("Blackboard") is a Delaware Corporation with its headquarters
4 located in Washington, D.C.. Blackboard designs, develops, offers for sale and sells nationwide,
5 including, upon information and belief, substantial sales in this judicial district, products or services
6 that are covered by claims 17 and 75 of the '387 Patent, including Blackboard Collaborate.

7 JURISDICTION AND VENUE

8 9. This Court has exclusive jurisdiction over the subject matter of this action under 28
9 U.S.C. § 1338(a).

10 10. Venue is proper in this district under 28 U.S.C. §§ 1391 and 1400(b) because Adobe,
11 Cisco, InterCall, and Blackboard transact business in this district and have committed acts of
12 infringement in this judicial district.

13 PATENT INFRINGEMENT

14 11. Adobe has made, used, sold, offered for sale, and/or imported products with on-line
15 conferencing capabilities, including but not limited to the Adobe Connect product. These acts by
16 Adobe have directly infringed at least claims 17 and 75 of the '387 Patent.

17 12. Adobe has also committed and unless ceased upon filing of this Complaint, will
18 continue to commit acts that constitute, with its knowledge of the '387 Patent, knowing and
19 intentional inducement of infringement of at least claims 17 and 75 of the '387 Patent by others
20 within the meaning of 35 U.S.C. §271(b) through, among other things, its acts of providing on-line
21 conferencing capabilities through at least its Adobe Connect product, and demonstrating and
22 instructing users of Adobe Connect how to install and utilize the Adobe Connect product through,
23 for example, on-line videos available through its web site, www.adobe.com, or through other user
24 guides or manuals. Adobe has committed, and will continue to commit, these acts with knowledge
25 of the '387 patent and with knowledge of infringement of these patents through the use of Adobe's
26 Connect product by Adobe and other users. Adobe has had this knowledge since, at the latest,
27 September 9, 2011, when Dennis Fernandez filed this Complaint. Users of Adobe Connect, in turn,
28

1 who have used such products directly infringe at least claims 17 and 75 of the '387 Patent within the
2 meaning of 35 U.S.C. §271(a) through the use and operation of the Adobe Connect product.

3 13. Cisco has made, used, sold, offered for sale, and/or imported products with on-line
4 conferencing capabilities, including but not limited to the WebEx product. These acts by Cisco have
5 directly infringed at least claims 17 and 75 of the '387 Patent, and at least claim 12, 15, and 35 of the
6 '602 Patent.

7 14. Cisco has also committed and unless ceased upon filing of this Complaint, will
8 continue to commit acts that constitute, with its knowledge of the '387 Patent, knowing and
9 intentional inducement of infringement of at least claims 17 and 75 of the '387 Patent and at least
10 claims 12, 15, and 35 of the '602 Patent by others within the meaning of 35 U.S.C. §271(b) through,
11 among other things, its acts of providing on-line conferencing capabilities through at least its WebEx
12 product, and demonstrating and instructing users of WebEx how to install and utilize the WebEx
13 product through, for example, on-line videos available through its web site, www.cisco.com, or
14 through other user guides or manuals. Cisco has committed, and will continue to commit, these acts
15 with knowledge of the '387 Patent and '602 Patent and with knowledge of infringement of these
16 patents through the use of Cisco's WebEx product by Cisco and other users. Cisco has had this
17 knowledge since, at the latest, September 9, 2011, when Dennis Fernandez filed this Complaint.
18 Users of Cisco WebEx, in turn, who have used such products directly infringe at least claims 17 and
19 75 of the '387 patent and at least claims 12, 15, and 35 of the '602 Patent within the meaning of 35
20 U.S.C. §271(a) through the use and operation of the Cisco WebEx product.

21 15. InterCall has made, used, sold, offered for sale, and/or imported products with on-line
22 conferencing capabilities, including but not limited to the InterCall Unified Meeting product. These
23 acts by InterCall have directly infringed at least claims 17 and 75 of the '387 Patent.

24 16. InterCall has also committed and unless ceased upon filing of this Complaint, will
25 continue to commit acts that constitute, with its knowledge of the '387 Patent, knowing and
26 intentional inducement of infringement of at least claims 17 and 75 of the '387 Patent by others
27 within the meaning of 35 U.S.C. §271(b) through, among other things, its acts of providing on-line
28 conferencing capabilities through at least its InterCall Unified Meeting product, and demonstrating

1 and instructing users of InterCall Unified Meeting how to install and utilize the InterCall Unified
2 Meeting through, for example, on-line videos available through its web site, www.intercall.com, or
3 through other user guides or manuals. InterCall has committed, and will continue to commit, these
4 acts with knowledge of the '387 patent and with knowledge of infringement of these patents through
5 the use of InterCall Unified Meeting by InterCall and other users. InterCall has had this knowledge
6 since, at the latest, September 9, 2011, when Dennis Fernandez filed this Complaint. Users of
7 InterCall Unified Meeting, in turn, who have used such products directly infringe at least claims 17
8 and 75 of the '387 Patent within the meaning of 35 U.S.C. §271(a) through the use and operation of
9 InterCall Unified Meeting.

10 17. Blackboard has made, used, sold, offered for sale, and/or imported products with on-
11 line conferencing capabilities, including but not limited to the Blackboard Collaborate product.
12 These acts by Blackboard have directly infringed at least claims 17 and 75 of the '387 Patent.

13 18. Blackboard has also committed and unless ceased upon filing of this Complaint, will
14 continue to commit acts that constitute, with its knowledge of the '387 Patent, knowing and
15 intentional inducement of infringement of at least claims 17 and 75 of the '387 Patent by others
16 within the meaning of 35 U.S.C. §271(b) through, among other things, its acts of providing on-line
17 conferencing capabilities through at least its Blackboard Collaborate product, and demonstrating and
18 instructing users of Blackboard Collaborate how to install and utilize the Blackboard Collaborate
19 product through, for example, on-line videos available through its web site, www.blackboard.com,
20 or through other user guides or manuals. Blackboard has committed, and will continue to commit,
21 these acts with knowledge of the '387 patent and with knowledge of infringement of these patents
22 through the use of Blackboard's Collaborate product by Blackboard and other users. Blackboard has
23 had this knowledge since, at the latest, September 9, 2011, when Dennis Fernandez filed this
24 Complaint. Users of Blackboard Collaborate, in turn, who have used such products directly infringe
25 at least claims 17 and 75 of the '387 Patent within the meaning of 35 U.S.C. §271(a) through the use
26 and operation of the Blackboard Collaborate product.

19. The defendants' direct infringement and/or inducement to infringe has injured Dennis Fernandez, and Dennis Fernandez is entitled to recover damages adequate to compensate him for such infringement, but in no event less than a reasonable royalty.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Dennis Fernandez, respectfully requests this Court enter judgment against defendants and against their subsidiaries, successors, parents, affiliates, officers, directors, agents, servants, employees, and all persons in active concert or participation with them, granting the following relief:

A. The entry of final judgment in favor of Dennis Fernandez;

B. An award of damages adequate to compensate Dennis Fernandez for the infringement which has occurred, together with prejudgment interest from the date infringement began, but in no event less than a reasonable royalty as permitted by 35 U.S.C. § 284; and

C. Such other further relief as this Court or a jury may deem proper.

JURY DEMAND

Dennis Fernandez demands a trial by jury on all issues presented in this Complaint.

Dated: September 9, 2011

Respectfully submitted,

By 

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